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4 BILL NO. S-77-02-20

5 SPECIAL ORDINANCE NO. S-58-77.

6 AN ORDINANCE approving a contract  
7 with Hawk Construction, Inc., for  
8 Conversion of Old Fire House #7.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated February 9, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Hawk Construction, Inc., for:

14 General Construction conversion, upgrading to the extent  
15 required by law, and partial renovation of old Fort Wayne,  
16 (Fire) Engine House #7, 1716 West Main Street, Fort Wayne,  
17 Indiana for use as a community center and office facility  
18 for Nebraska Neighborhood Association, Allen County Econ-  
19 omic Opportunity Council, and allied social and govern-  
20 mental agencies,

21 for a total cost of \$22,285.00, all as more particularly set forth  
22 in said contract which is on file in the Office of the Board of  
23 Public Works and is by reference incorporated herein, made a part  
24 hereof and is hereby in all things ratified, confirmed and  
25 approved.

26 SECTION 2. This Ordinance shall be in full force and  
27 effect from and after its passage and approval by the Mayor.  
28  
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32 William T. Higa  
33 Councilman  
34  
35

36 APPROVED AS TO FORM  
37 AND LEGALITY,  
38 [Signature]  
39 CITY ATTORNEY

Read the first time in full and on motion by Hungo, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance ~~Finance~~ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 2-22-77 Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT   | TO-WIT: |
|-------------|----------|------|-----------|----------|---------|
| TOTAL VOTES | <u>6</u> |      |           | <u>3</u> |         |
| BURNS       | <u>✓</u> |      |           |          |         |
| HINGA       | <u>A</u> |      |           |          |         |
| HUNTER      | <u>✓</u> |      |           |          |         |
| MOSES       | <u>A</u> |      |           |          |         |
| NUCKOLS     | <u>✓</u> |      |           |          |         |
| SCHMIDT, D. | <u>✓</u> |      |           |          |         |
| SCHIMDT, V. | <u>A</u> |      |           |          |         |
| STIER       | <u>✓</u> |      |           |          |         |
| TALARICO    | <u>✓</u> |      |           |          |         |

DATE: 2-8-77 Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 2-58-77 on the 8th day of March, 1976.

ATTEST: (SEAL)

Charles W. Westerman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of March, 1976, at the hour of 2:00 o'clock P.M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 9th day of March, 1976, at the hour of 4:00 o'clock P.M., E.S.T.

Ralph Elmschory  
MAYOR

Bill No. S-77-02-20

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Hawk Construction, Inc., for Conversion of Old  
Fire House #7

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

DATE 3-8-77 CONCURRED IN  
CHARLES W. WEINERMAN, CITY CLERK

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

## Standard Form of Agreement Between Owner and Contractor

### Short Form Agreement for Small Construction Contracts

Where the Basis of Payment is a

#### STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

For other contracts the AIA issues Standard Forms of Owner-Contractor Agreements and Standard General Conditions  
of the Contract for Construction for use in connection therewith.

This document has been approved and endorsed by The Associated General Contractors of America.

#### AGREEMENT

made this 9th day of February in the year Nineteen  
Hundred and Seventy-Seven

BETWEEN the Owner: City of Fort Wayne, Indiana  
(by its Board of Public Works)

and the Contractor: Hawk Construction, Inc.  
3111 St. Joe Center Rd., Fort Wayne, Indiana

the Project: Conversion: Nebraska Community Center  
1716 W. Main St., Fort Wayne, Indiana

the Architect: Michael F. Popp, Architect  
2827 Westbrook Dr., Fort Wayne, Indiana

APPROVED AS TO FORM AND LEGALITY

The Owner and Contractor agree as set forth below.

James J. Banks  
Attorney  
CITY ATTORNEY

**ARTICLE 1**  
**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

General Construction conversion, upgrading to the extent required by law, and partial renovation of old Fort Wayne (Fire) Engine House #1, 1716 West Main Street, Fort Wayne, Indiana for use as a community center and office facility for Nebraska Neighborhood Association, Allen County Economic Opportunity Council, and allied social and governmental agencies.

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced

as soon as possible after the execution of this Agreement

and completed

within ninety (90) calendar days after the signing hereof.

**ARTICLE 3**  
**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, in current funds, the Contract Sum of  
*(State here the lump sum amount, unit prices, or both, as desired.)*

Twenty-two Thousand Two Hundred Eighty-five and no hundredths Dollars (\$22,285.00) including Base Bid combined with accepted deductive Alternative #1.

**ARTICLE 4**  
**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

one Mid-point Payment, payable for Work completed at or soon after forty-five (45) calendar days from the date first written above; and

the Final Payment -- subject to the final, affirmative recommendation of the Architect and the inspection, approval, and acceptance by the Board of Public Works -- as further set forth under Article 5 below.

**ARTICLE 5**  
**FINAL PAYMENT**

The Owner shall make final payment thirty (30) days after completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions.

**ARTICLE 6**  
**ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are enumerated as follows:  
*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Owner-Contractor Agreement/General Conditions (this AIA Doc. A107);
2. Federal Affirmative Action Bid Conditions, pg.s 1-22;
3. Federal Labor Standards Provisions (U.S. Dept. of Housing and Urban Development: Doc. HUD-3200), pg.s 1-10;
4. City of Fort Wayne Equal Employment Opportunity/Affirmative Action Statement and Program or Certificate in lieu thereof (also see Equal Opportunity Clause under Art. 26 below);
5. Performance and Labor/Materials Payment Bonds;
6. Specifications/Drawings (totaling 11 large sheets, bound together, and variously numbered), dated Aug.'76 and (Sheet 3 only) revised 20 Oct.'76, insofar as applicable to this specific General Contract;
7. Addendum #1 (one small sheet), dated Nov.-Dec.'76; and
8. Addendum #2 (two small sheets), dated 10 Dec.'76.

## GENERAL CONDITIONS

### ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, Change Orders, and written interpretations of the Contract Documents issued by the Architect. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 The Contract Documents shall be signed in not less than triplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

### ARTICLE 8 ARCHITECT

8.1 The Architect will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's

failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.

8.5 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the Contractor. All his decisions are subject to arbitration.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

### ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys.

9.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

9.3 The Owner shall issue all instructions to the Contractor through the Architect.

### ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of

the Work, and shall notify the Architect if the Drawings and Specifications are at variance therewith.

**10.7** The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

**10.8** The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the Architect for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

**10.9** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

**10.10** The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **ARTICLE 11 SUBCONTRACTS**

**11.1** A Subcontractor is a person who has a direct contract with the Contractor to perform any of the Work at the site.

**11.2** Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

#### **ARTICLE 12 SEPARATE CONTRACTS**

**12.1** The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

**12.2** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

**12.3** Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

#### **ARTICLE 13 ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### **ARTICLE 14 ARBITRATION**

All claims or disputes arising out of this Contract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen.

#### **ARTICLE 15 TIME**

**15.1** All time limits stated in the Contract Documents are of the essence of the Contract.

**15.2** If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Architect may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.



## **ARTICLE 16**

### **PAYMENTS**

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to another contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

## **ARTICLE 17**

### **PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

## **ARTICLE 18**

### **CONTRACTOR'S LIABILITY INSURANCE**

The Contractor and each separate Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and

other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 10.10. Certificates of such insurance shall be filed with the Owner and each separate Contractor.

## **ARTICLE 19**

### **OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

## **ARTICLE 20**

### **PROPERTY INSURANCE**

20.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

20.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause.

20.3 The Owner shall file a copy of all policies with the Contractor prior to the commencement of the Work.

20.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

## **ARTICLE 21**

### **CHANGES IN THE WORK**

21.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner or the Architect as his duly authorized agent.

21.2 The Contract Sum and the Contract Time may be changed only by Change Order.

21.3 The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

## ARTICLE 22 CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 22 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

## ARTICLE 23 TERMINATION BY THE CONTRACTOR

If the Architect fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner

payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

## ARTICLE 24 TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

## ARTICLE 25 MISCELLANEOUS PROVISIONS

25.1 The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner; provided, however, that claims for money due or to become due to the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the assignment or transfer.

25.2 It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this Project, and the Contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

## ARTICLE 26 EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

26.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for em-

ployment, notices to be provided setting forth the provisions of this nondiscrimination clause.

26.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

26.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

26.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and he will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

26.7 The Contractor will include the portion of the sentence immediately preceding Paragraph 26.1 and the provisions of Paragraphs 26.1 through 26.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

This Agreement executed the day and year first written above.

OWNER City of Fort Wayne, Indiana  
(by its Board of Public Works)

CONTRACTOR Hawk Construction, Inc.

*Max G. Jett*  
*Max G. Jett*

*Ronald B. Scott, Pres.*



THE WESTERN CASUALTY AND SURETY COMPANY  
THE WESTERN FIRE INSURANCE COMPANY  
HOME OFFICE-FORT SCOTT, KANSAS 66701

CERTIFICATE OF INSURANCE

To Board of Public Works

City of Fort Wayne, Indiana

THIS CERTIFICATE IS NOT A CONTRACT OF INSURANCE  
NOR IS IT AN ENDORSEMENT TO POLICIES LISTED BELOW.

This certificate of insurance is not valid unless it is signed by a duly authorized representative.

This is to certify that the following described policy or policies (as indicated by specific entry herein) are in force as of the date below.

Name of Insured Hawk Construction, Inc.

Description of Work Construction

Location of Work State of Indiana and All States

| FORM OF INSURANCE   | POLICY NUMBER | EXPIRATION DATE | LIMITS OF LIABILITY  | Coverage is not provided for items below unless indicated by "x":  |
|---|---------------|-----------------|--|--|
| Workmen's Compensation<br>Employer's Liability  | FWC775310     | 12-1-77         | Fully complies with State Law<br>\$ 100,000  |  |
| General Liability<br>"x" indicated Form of Insurance<br><input checked="" type="checkbox"/> Comprehensive General | CM54637       | 12-1-77         | Bodily Injury<br>each<br>\$ 1,000,000 occurrence   | "x" blasting or explosion <input checked="" type="checkbox"/><br>"c" collapse <input checked="" type="checkbox"/><br>"u" underground damage <input checked="" type="checkbox"/><br>"d" underground resources <input type="checkbox"/><br>"e" blowout or cratering <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Manufacturers' and Contractors'   |               |                 | \$ 1,000,000 aggregate   |  |
| <input checked="" type="checkbox"/> Owners', Landlords' and Tenants'  |               |                 | Property Damage<br>each<br>\$ 200,000 occurrence   |  |
| <input checked="" type="checkbox"/> Completed Operations - Products   |               |                 | \$ 200,000 aggregate   |  |
| <input checked="" type="checkbox"/> Independent Contractors   |               |                 |  |  |
| <input checked="" type="checkbox"/> Contractual   |               |                 |  |  |
| Excess Liability Policy   |               |                 |  |  |
| Umbrella Liability  | UML734511     | 12-2-77         | each<br>\$ 2,000,000 occurrence<br>\$ 2,000,000 aggregate  | Subject to underlying policies and retention.  |
| Automobile Liability  | CM54637       | 12-1-77         | Bodily Injury<br>each<br>\$ 500,000 per person<br>\$ 1,000,000 each<br>\$ 1,000,000 occurrence<br>Property Damage<br>each<br>\$ 200,000 occurrence | All owned automobiles <input checked="" type="checkbox"/><br>Hired and non-owned automobiles <input checked="" type="checkbox"/><br>Specified Automobiles as listed below: <input type="checkbox"/>  |

The inclusion of any indemnity clause in this certificate is for information only. The inclusion neither affirmatively nor negatively amends, extends or alters the contractual liability afforded by the policy or policies enumerated herein.

Date February 3, 1977

By [Signature]  
(Authorized Representative)

Place Port Wayne, Indiana 46802  
(City)

(State and Zip Code)

Huff & Campbell Insurance Agency, Inc.  
(Agency)



Bond No. 44 98 95

**THE WESTERN CASUALTY AND SURETY COMPANY**FORT SCOTT, KANSAS  
A STOCK INSURANCE COMPANY**PERFORMANCE BOND**

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Sept. 1963 ED.

## KNOW ALL MEN BY THESE PRESENTS:

That Hawk Construction, Inc.  
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY, Fort Scott, Kansas, as Surety, hereinafter called Surety, are held and firmly bound unto

Board of Public Works, City of Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Obligatee, hereinafter called Owner, in the amount of Twenty Two Thousand Two Hundred Eighty Five and No/100  
(\$ 22,285.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.WHEREAS, Contractor has by written agreement dated February 3, 1977 entered into a contract with Owner for Nebraska Neighborhood Community Centerin accordance with drawings and specifications prepared by \_\_\_\_\_  
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 3rd day of February A. D. 19 77

In the presence of:

Hawk Construction, Inc. (Seal)By: Donald B. Seath

(Title)

THE WESTERN CASUALTY AND SURETY COMPANY

By: H. Stanley Huff, Jr.

H. Stanley Huff, Jr.

Attorney-in-Fact

## POWER OF ATTORNEY

## The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

H. Stanley Huff, Jr., or Donald F. Campbell,  
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for  
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship in which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of September, 1975.

THE WESTERN CASUALTY AND SURETY COMPANY

By

Vice President



STATE OF KANSAS ss  
COUNTY OF BOURBON

On this 17th day of September

A. D., 1975

before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My commission expires September 5, 1976

Notary Public.



I, H. E. DuVall

Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 3rd day of February, 1977.

Assistant Secretary.





PROJECT NEBRASKA COMMUNITY CENTER  
 LOCATION FIRE HOUSE #7, 1716 W. MAIN ST., FT. W.  
 OWNER CITY OF FORT WAYNE  
 BID OPENING DATE 1 Dec., 1976  
AMENDED TO INCLUDE GEN. BIDS, 20 Dec.

From the Desk and  
Design Board of



2827 Westbrook, #422  
 Ft. Wayne 46805

TABULATION OF BIDS

| BIDDERS                    | BASE OR TOTAL | ALTERNATES OR UNITS |                       |                           |   |   |   |   |   |
|----------------------------|---------------|---------------------|-----------------------|---------------------------|---|---|---|---|---|
|                            |               | ①                   | ②                     | ③                         | ④ | ⑤ | ⑥ | ⑦ | ⑧ |
| <u>GENERAL CONST'N.</u>    |               |                     |                       |                           |   |   |   |   |   |
| HAWK CONST'N.              | \$22,445.00   | -\$160.00           |                       |                           |   |   |   |   |   |
| INDIANA CONST'N.           | 24,750.00     | - 200.00            |                       |                           |   |   |   |   |   |
| <u>MECHANICAL CONST'N.</u> |               |                     |                       |                           |   |   |   |   |   |
| KELLY Htg. & A.C.          | \$3,241.00    | —                   | —                     | Invalid bid - no bid bond |   |   |   |   |   |
| BEIM Bldg. & Htg.          | 3,640.00      | —                   | —                     |                           |   |   |   |   |   |
| <u>ELECTRICAL CONST'N.</u> |               |                     |                       |                           |   |   |   |   |   |
| ALPHA-OMEGA Elec.          | (SEE NOTE)    | —                   | +\$535.00             | TOTAL                     |   |   |   |   |   |
|                            |               |                     | (NO UNIT PRICE GIVEN) |                           |   |   |   |   |   |
| G. & S. Electric           | \$3,868.00    | —                   | +\$475.00             | TOTAL                     |   |   |   |   |   |
|                            |               |                     | (UNIT PRICE UNCLEAR)  |                           |   |   |   |   |   |
| HAMEROCK Electric          | 1,711.00      | —                   | +\$750.00             | TOTAL                     |   |   |   |   |   |
|                            |               |                     | (\$54.00 EACH)        |                           |   |   |   |   |   |

Note:

{ BASE BID NOT ACTUALLY GIVEN;  
ALTERED-SPECS Bid: \$1,490.00.

NOTE:

{ BASE BID NOT ACTUALLY GIVEN;  
 { ALTERED-SPECS BID: \$1,490.00.

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT OF HAWK CONSTRUCTION - CONVERSION  
NEBRASKA COMMUNITY CENTER  
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS & C D & P

*S-77-02-20*

SYNOPSIS OF ORDINANCE CONTRACT OF HAWK CONSTRUCTION CORPORATION IN AMOUNT OF \$22,285.00  
FOR GENERAL CONSTRUCTION CONVERSION UPGRADING TO THE EXTENT REQUIRED BY LAW, AND PARTIAL  
RENOVATION OF OLD FORT WAYNE FIRE ENGINE HOUSE #7, 1716 WEST MAIN STREET, FORT WAYNE,  
INDIANA FOR USE AS A COMMUNITY CENTER AND OFFICE FACILITY FOR NEBRASKA NEIGHBORHOOD  
ASSOCIATION, ALLEN CO. ECONOMIC OPPORTUNITY COUNCIL AND ALLIED SOCIAL AND GOVERNMENTAL  
AGENCIES.

THIS IS LOWER OF TWO BIDS

(SEE ATTACHED TABULATION)

(PRIOR APPROVAL WAS GIVEN BY COUNCIL ON JANUARY 25, 1977)

EFFECT OF PASSAGE ABILITY TO USE BUILDING.

EFFECT OF NON-PASSAGE INABILITY TO USE BUILDING.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ALLEN CO. EC. OPP. COUNCIL

|                           |           |                             |           |
|---------------------------|-----------|-----------------------------|-----------|
| TOTAL PROJECT COSTS, HAWK | \$22,285. | FUNDS                       | \$10,000. |
| REIM                      | 3,640.    |                             |           |
| HAMBROCK                  | 1,711.    | CRIMINAL JUSTICE FUNDS      | 5,555.    |
|                           | \$27,636. | COMM. DEV. & PLANNING FUNDS | 12,081.   |
|                           |           |                             | \$27,636. |

ASSIGNED TO COMMITTEE *Spurgin*